The relief described hereinbelow is SO ORDERED.

Signed December 07, 2016.

Ronald B. King
Chief United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

IN RE:	§	
	§	**CASE NO. 16-50299 rbk**
AERO SKY AIRCRAFT	§	
MAINTENANCE, INC.	§	
	§	**CHAPTER 11**
DEBTOR-IN-POSSESSION	§	

ORDER CONFIRMING THE DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION

On February 2, 2016, Aero Sky Aircraft Maintenance, Inc. (the "Debtor") filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §101 *et seq.* (the "Bankruptcy Code").

The Debtor filed its Amended Plan of Reorganization (the "Plan") on September 1, 2016 (Docket No. 36) and its corresponding Amended Disclosure Statement on September 1, 2016 (Docket No. 37) (the "Disclosure Statement"). On

September 14, 2016, this Court entered an Order (Docket No. 38) approving the Debtor's Disclosure Statement and setting deadlines regarding the solicitation of votes, acceptance or rejection of votes, and objection to confirmation. The Debtor filed its Motion for Enlargement of Time in which to obtain plan confirmation on October 14, 2016 (Docket No. 48). Additionally, the Order set the hearing date regarding plan confirmation as October 24, 2016, at 10:30 o'clock a.m. which was reset in open court for December 5, 2016 at 2:00 o'clock p.m., along with the Motion for Enlargement of Time in Which to Obtain Plan Confirmation.

The Debtor filed its Certificate of Service (Docket No. 41) on September 16, 2016 stating that a solicitation package containing the foregoing Disclosure Statement, Plan, the Official Unsecured Creditors Committee's solicitation letter, and voting ballot were sent to the Debtor's creditors and Parties-in-Interest.

The Internal Revenue Service's ("IRS") Objection to Debtor's Amended Plan of Reorganization (Docket No. 46) was filed on October 14, 2016.

The Texas State Comptroller of Public Accounts' (the "Comptroller") Objection to Debtor's Amended Plan or Reorganization (Docket No. 47) was filed on October 14, 2016.

To satisfy both IRS's and the Comptroller's objections, the Debtor, the IRS and the Comptroller filed a First Modification to the Debtor's Amended Plan of Reorganization on November 10, 2016 (Docket No. 55), which was duly noticed by the Court for hearing as December 5, 2016 at 2:00 o'clock p.m.

The Court has reviewed and considered the Disclosure Statement, the Plan, the First Modification of the Debtor's Amended Plan, the Ballot Summary, any objections to confirmation of the Plan and to the extension of time in which to obtain confirmation, the evidence proffered or adduced at the December 5, 2016 confirmation hearing on the Plan, and arguments of counsel. Together with its findings, conclusions and ruling announced on the record on December 5, 2016, the Court makes the following findings of fact and conclusions of law, and issues this Confirmation Order confirming the Debtor's Plan.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Jurisdiction and Venue

1. **Exclusive Jurisdiction; Venue; Core Proceeding.** This Court has jurisdiction over this case under 28 U.S.C. §1334, and the Order of Reference entered by the United States District Court for the Western District of Texas on October 4, 2013. Venue is proper under 28 U.S.C.§1409. This matter is a core proceeding under 28 U.S.C. §157(b)(2)(A), (L) and/or (O). This Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

2. **Judicial Notice.** This Court takes judicial notice of the docket of the Debtor's bankruptcy case maintained by the Clerk of the Bankruptcy Court, including, without limitation: (1) the List of Equity Security Holders, Bankruptcy Schedules, and Statement of Financial Affairs; (2) the Claims; (3) the Order of the

Court entered at Docket No. 38; (4) the pleadings relating to such Order; and (5) the evidence and arguments made, proffered, or adduced at the hearing held before this Court.

3. **Retention of Jurisdiction.** This Court's retention of jurisdiction as set forth in Article IX of the Plan comports with 28 U.S.C. §§157 and 1334.

Notice, Solicitation and Acceptance

4. **Adequate Notice of Confirmation Hearing.** In accordance with Bankruptcy Rules 2002 and 9014, the Court finds and concludes that the service described in the Debtor's Certificate of Service (Docket No. 41) filed on September 16, 2016, consisting of: (1) ECF notice to all attorneys that have registered to receive such notices in this case; and (2) service by regular United States Mail or e-mail, to all creditors and parties-in-interest identified on the Debtor's schedules and matrices, or, where applicable, their counsel of record, constitutes proper, timely and adequate notice to holders of Claims and Interests of the time for returning ballots, filing objections to the Plan, and proper, timely, and adequate notice regarding the December 5, 2016 confirmation hearing, including notice of the reset confirmation hearing given in open court, and that no further notice is necessary or required.

5. **Adequate Information.** The Court finds and concludes that the Disclosure Statement contains "adequate information," as defined in 11 U.S.C. §1125(a) and as required by 11 U.S.C. §1125(b). The Court further finds and

concludes th the solicitation of acceptance of the Plan was conducted after disclosure of adequate information.

6. **Good Faith Solicitation.** The Court finds and concludes that the Debtor solicited acceptance of the Plan in good faith and in compliance with the Bankruptcy Code, and that the Debtor and each of its agents, officers, attorneys, and other professionals are deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the solicitation of the Plan, and therefore are not and shall not, on accounts of such issuance or solicitation, be liable at any time for the violation of any law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the distribution or dissemination of any information contained in the Plan, Disclosure Statement and any and all related documents.

Compliance with 11 U.S.C. §1129

7. **Compliance with 11 U.S.C. §1129(a)(1).** The Court finds and concludes that the Plan complies with the applicable provisions of the Bankruptcy Code, as required by 11 U.S.C. §1129(a)(1).

a. **Compliance with 11 U.S.C. §1123(a).** The Court finds and concludes that the Plan: (i) designates classes of Claims and Interests, other than Claims of a kind specified in 11 U.S.C. §507(a)(2) and (3); (ii) specifies classes of Claims and Interests that are not impaired under the Plan; (iii) specifies the treatment of classes of Claims and Interests that are impaired under the Plan; (iv) provides the same treatment for each Claim or Interest of a particular class, unless the holder of a particular Claim or Interest agrees to less favorable treatment of their respective Claim or Interest; (v) provides for adequate means for the implementation of the Plan; (vi) does not provide for the issuance of non-voting equity securities; and (vii) contains provisions that are consistent with the Interests of holders of Claims and Interests, and with public policy with respect to the manner at selection of any officer or director of the Debtor on and after the Effective Date. Therefore, the Plan satisfies the requirements of 11 U.S.C. §1123(a).

b. **Compliance with 11 U.S.C. §1123(b).** The Court finds and concludes that, as permitted by 11 U.S.C. §1123(b), the Plan: (i) impairs or leaves unimpaired, classes of Claims and Interests; (ii) provides for the assumption, rejection, or assignment of executory contracts and unexpired leases of the Debtor; (iii) provides for the settlement or adjustment of Claims or Interests belonging to the Debtor or its Bankruptcy Estate, and for the retention and enforcement of Claims or Interests; and (iv) includes other appropriate provisions that are not inconsistent with the applicable provisions of the Bankruptcy Code.

c. The Court finds and concludes that relief provided in the Plan is fair and necessary for the orderly implementation of the plan and the administration of the Debtor's Bankruptcy Estate. Therefore, the Plan satisfies the requirements of 11 U.S.C. §1123(a) and (b).

8. **Compliance with 11 U.S.C. §1129(a)(2).** The Court finds and concludes that the Debtor has complied with the applicable provisions of the Bankruptcy Code, as required by 11 U.S.C. §1129(a)(2). The Debtor has complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and this Court's Orders in transmitting the Plan, Disclosure Statement, the ballots, and all related documents and notices of the solicitation and tabulation of acceptances or rejections of the Plan.

9. **Compliance with 11 U.S.C. §1129(a)(3).** The Court finds and concludes that the Debtor has proposed the Plan and First Modification in good faith and not by any means forbidden by law, as required by 11 U.S.C. §1129(a)(3). The Debtor has acted and is presently acting in good faith in conjunction with all aspects of the Plan. All provisions and transactions contemplated by the Plan were negotiated and consummated in good faith, at arm's length, and without collusion. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the formulation of the Plan and the solicitation of the Plan. The Debtor filed the proposed Plan with legitimate and honest purposes including, among other things, maximizing the recovery to holders of the Claims or Interests. Additionally, the Plan reflects the best Interests of the Debtor's Bankruptcy Estate and the holders of Claims and Interests.

10. **Payment for Services or Costs and Expenses.** The Court finds and concludes that all payments made or to be made by the Debtor for legal services or

for costs and expenses in or in connection with the Debtor's bankruptcy case, or in connection with the Plan and incident to the Debtor's bankruptcy case have been approved by, or are subject to approval of, this Court, as required by 11 U.S.C. §1129(a)(4).

11. **No Rate Changes.** The Court finds and concludes that, after confirmation of the Plan, no governmental regulatory commission will have jurisdiction over any rates, thus making 11 U.S.C. §1129(a)(6) inapplicable.

12. **Best Interest of Creditors.** The Court finds and concludes that with respect to impaired classes of Claims or Interests who are entitled to vote (Classes 2 and 6), each holder of a Clam or Interest has either: (i) accepted the Plan or (ii) will receive under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount that such holder would receive if the Debtor were liquidated under Chapter 7 of the Bankruptcy Code, as required by 11 U.S.C. §1129(a)(7).

13. **Acceptance or Rejection of Certain Classes.** The Court finds and concludes that Class 2, Class 6 and Class 7 have accepted the Plan pursuant to 11 U.S.C. §1126(c). All votes were in favor of acceptance of the Plan. Class 2 and Class 6 of the Plan have accepted the Plan in writing by creditors that hold at least two-thirds in amount and more than one-half in number of the allowed Claims of such Class, as required by 11 U.S.C. §1129(a)(8). The following details the ballot tabulation following solicitation of the Chapter 11 Plan of Reorganization:

	Accept		Reject	
Class	**Amount**	**Number**	**Amount**	**Number**
2	$158,174.59	7	$0.00	0
3	$0.00	0	$0.00	0
4	$0.00	0	$0.00	0
5	$0.00	0	$0.00	6
6	$270,812.00	12	$0.00	0
7	$0.00	1	$0.00	0

14. **Treatment of Administrative, Priority and Tax Claims.** The Court finds and concludes that the treatment of Claims of a kind specified in 11 U.S.C. §507(a)(1)-(8) satisfies the requirements set forth in 11 U.S.C. §1129(a)(9).

15. **Acceptance by Impaired Class.** The Court finds and concludes that at least one class of Claims or Interests that is impaired under the Plan has voted to accept the Plan, excluding any acceptances by an insider, thus satisfying 11 U.S.C. §1129(a)(10).

16. **Feasibility.** The Court finds and concludes that to the extent applicable, 11 U.S.C. §1129(a)(11) is satisfied.

17. **Payment of U.S. Trustee Fees.** The Court finds and concludes that all U.S. Trustee fees payable under 28 U.S.C. §1930 will be paid on the Effective Date of the Plan, as required by 11 U.S.C. §1129(a)(12). Until this bankruptcy case

is closed, dismissed or converted, the Debtor shall accrue and be liable for U.S. Trustee fees payable under 28 U.S.C. §1930.

18. **Inapplicable Provisions of the Bankruptcy Code.** The Court finds and concludes that the provisions of 11 U.S.C. §1129(a)(13)-(15) are inapplicable to the Debtor or the Plan.

19. **Transfer of Property.** The Court finds and concludes that any transfers of property free and clear of liens, claims, encumbrances, and interests pursuant to the Plan are made in accordance with applicable non-bankruptcy law that governs the transfer of property by a corporation that is not a moneyed, business, or commercial corporation or trust, as required by 11 U.S.C. §1129(a)(16).

20. **No Unfair Discrimination, Fair and Equitable.** The Court finds and concludes that the Plan does not discriminate unfairly, and that it is fair and equitable with respect to any class that has rejected the Plan, thus satisfying 11 U.S.C. §1129(b)(1). Upon confirmation of the Plan and the occurrence of the Effective Date, the Plan and its provisions shall be binding upon the members of all classes.

21. **Principal Purpose.** The Court finds and concludes that the principal purpose of the Plan is: (i) to reorganize the Debtor and to provide distribution to creditors for valid commercial purposes, and is not to avoid taxes or any applicable securities laws; and (ii) to provide relief to the Debtor, Creditors, and Parties-in-Interest pursuant to Chapter 11 of the Bankruptcy Code, 11 U.S.C. §101 *et seq.*

Oral Findings and Conclusions Incorporated

22. All findings and conclusions announced orally on the record by the Court on December 5, 2016 are hereby incorporated herein reference.

CONFIRMATION ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. **Confirmation.** The Plan, as attached to this Order as modified by the First Modification, and with the modifications and clarifications stated in this Order, is HEREBY CONFIRMED. The terms of the Plan as modified are controlling. The failure to specifically include or to refer to any particular article, section, or provision of the Plan, the First Modification, any related document in this Order shall not diminish or impair the effectiveness of such article, section or provision. The Plan, the First Modification, the Motion to Enlarge Time in which to obtain confirmation are approved and confirmed in their entirety. The Plan Class 2 priority claims treatment is clarified to provide for 100% payment to allowed Class 2 claims over 15 years at $426.25 monthly.

2. **Binding Effect.** This Order and the Plan shall be, and hereby are, binding upon the Debtor, the Debtor's creditors, and any equity holder of the Debtor, regardless of impairment or acceptance or rejection of the Plan. Additionally, pursuant to 11 U.S.C. §1141, all prior orders entered in the Debtor's bankruptcy case are binding upon the Debtor, the Debtor's creditors, and equity holder of the

Debtor.

3. **Plan Classification Controlling.** The terms of the Plan as modified shall solely govern the classification of Claims and Interests for purposes of distributions to be made thereunder. The classification set forth on the Ballots rendered to or returned by the Holders of Claims or Interests in connection with voting on the Plan: (i) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (ii) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims and Interests under the Plan for distribution purposes; and (iii) may not be relied upon by any Holder of a Claim or Interest as representing the actual classification of such Claim or Interest under the Plan for distributions purposes.

4. **Distribution.** Debtor shall make payments and distributions pursuant to the procedures in the Plan and the First Modification. No payment or other distributions of property shall be made on account of any Claim or portion of any Claim unless and until such Claim or portion is Allowed. Any payment, delivery, or distribution by the Debtor pursuant to the Plan, to the extent delivered by the United States mail, shall be deemed made when deposited into the United States mail.

5. **Injunction.** Except as provided in the Plan and First Modification, all persons who have held, hold or may hold Claims or causes of action existing as of the Effective Date against the Debtor, its Bankruptcy Estate, or its bankruptcy case, and all Persons who have held, hold, or may assert liens, claims, encumbrances,

and interest in or against the assets of the Debtor, its Bankruptcy Estate, are permanently enjoined, on and after the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, from commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claims, cause of action, liens, claims, encumbrances, and interest in any venue other than the United States Bankruptcy Court for the Western District of Texas, San Antonio Division; provided, however, that this injunction does not apply to claims against non-Debtor third parties.

6. **Reservation of Rights.** Notwithstanding anything in the Plan or this Confirmation Order, all rights of parties considering reconsideration of a Claim under 11 U.S.C. §502(j) are reserved.

7. **Manner of Notices and Distributions.** All notices, requests and distributions to a holder of a Claim or Interest be sent to the last known address of the holder or its attorney of record. Any holder of a Claim or Interest may designate another address for the purposes of this paragraph by providing the Debtor and its counsel with written notice of such address.

8. **Retention of Jurisdiction.** The Court retains exclusive jurisdiction of this case for all purposes provided in 11 U.S.C. §1127(b) and §1142 and Bankruptcy Rule 3020(d) and in the Plan. Additionally, the Court retains exclusive jurisdiction

for the following:

a. To determine any and all objections and proceedings involving the allowance, estimation, classification, and subordination of Claims, including any counterclaim;

b. To determine any and all applications for the allowance and payment of fees and reimbursement of expenses authorized to be paid or reimbursed under the Bankruptcy Code;

c. To determine any and all applications, adversary proceedings, and contested or litigated matters that may be pending on the Effective Date;

d. To consider any modifications of this Plan, remedy any defect or omission, or reconcile any inconsistency in any order of the Court, including the Confirmation Order, to the extent authorized by the Bankruptcy Code;

e. To determine all controversies, suits, disputes, and proceedings that may arise in connection with the interpretation, enforcement, Consummation, or performance of the Plan;

f. To determine all controversies, suits, disputes, and proceedings that may arise in connection with this Plan;

g. To hear and determine any Claim belonging to the Debtor, and to consider and act on the compromise and settlement of any other Claim against, or cause of action asserted by, the Debtor;

h. To recover all assets of the Debtor and property of the Bankruptcy Estate, wherever located;

i. To hear and determine matters concerning state, local and federal taxes in accordance with Sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under Section 505(b) of the Bankruptcy Code filed, or to be filed, with respect to tax returns for any and all taxable periods ending after the Petition Date through, and including, the date that any final distribution is made);

j. To enter a Final Decree closing the Case;

k. To issues orders in aid of execution of this Plan to the extent authorized by 11 U.S.C. §1142; and

l. To determine such other matters as may be set forth in the Confirmation Order or which may arise in connection with this Plan or the Confirmation Order.

9. **Treatment of Ad Valorem Tax Claims.** Notwithstanding anything to the contrary contained within the Plan or approved Disclosure Statement, the secured ad valorem tax claims for year 2016 ad valorem taxes shall be paid in the ordinary course of business prior to delinquency. The ad valorem tax entities shall retain their statutory liens securing their pre-petition tax debts until such time as the tax debts are paid in full. In the event, the Debtor sells, conveys or transfers any property which is the collateral for the ad valorem taxes, said sales proceeds shall be first applied to the ad valorem tax debt. In the event the year 2016 ad valorem taxes are not timely paid, the ad valorem tax entities shall be free to proceed with the state law remedies for collection of all amounts due under state law pursuant to the Texas Property Tax Code without further notice or court order.

10. **Payment of Statutory Fees and Reporting.** On or before the Effective Date, the Debtor shall have paid in full, in Cash, due and outstanding, all U.S. Trustees fees payable pursuant to 28 U.S.C. §1930. Fees shall be paid on all disbursements made to creditors, including, and not limited to, funds paid in the ordinary course of business. Post-Confirmation, the Debtor shall be responsible for

the payment of United States Trustee quarterly fees as required by 28 U.S.C. §1930 until the case is closed, dismissed, or converted.

11. **Confirmation Order Non-Severable.** The provisions of this Confirmation Order are non-severable and mutually dependent.

12. **Order Effective and Enforceable Immediately.** This Confirmation Order and the transfer of assets free and clear hereunder is effective and enforceable immediately upon entry, notwithstanding any other laws or rules, including without limitation Bankruptcy Rule 6004(h), except as provided in the Plan or the First Modification which provides for the lien retention by certain creditors.

13. **Final Decree.** The Debtor shall file an Application for Final Decree and Closure of the Case at such time it deems appropriate which shall be within one (1) year from Date of Confirmation.

# # #

APPROVED:

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UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re	§	No. 16-50299 RBK
	§	
Aero Sky Aircraft Maintenance, Inc.	§	
	§	Small Business Case Chapter 11
Debtor	§	

AERO SKY AIRCRAFT MAINTENANCE, INC.'S AMENDED PLAN OF REORGANIZATION, DATED 8/31/2016

ARTICLE I SUMMARY

This amended Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of Aero Sky Aircraft Maintenance, Inc., (the "Debtor") from the collection of receivables, cash flow from operations, the sale of assets, future loans and/or contributions by the equity security holder.

This plan provides for 1 class of administrative claims; 1 class of priority claims; 3 classes of secured claims; 1 class of unsecured claims; and 1 class of equity security holders. Unsecured creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at approximately seven (7) cents on the dollar. This Plan also provides for the payment of administrative and priority claims.

All creditors and equity security holders should refer to Articles III through VI of this Plan for information regarding the precise treatment of their claim. A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holder has been circulated with this Plan. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

ARTICLE II
CLASSIFICATION OF CLAIMS AND INTERESTS

2.01 Class 1. Administrative Expense Claims.

2.02 Class 2. Allowed claims entitled to priority under § 507(a)(4) of the Code.

2.02 Class 3 The claim of Internal Revenue Service, to the extent allowed as a priority (secured) claim under §506 of the Code.

2.04 Class 4. The claim of Internal Revenue Service, to the extent allowed as a secured claim under § 506 of the Code.

2.05 Class 5. The claim of the State of Texas (Comptroller of Public Accounts), to the extent allowed as a secured claim under § 506 of the Code.

2.06 Class 6. Unsecured claims allowed under § 502 of the Code.

2.07 Class 7. Equity interests in the Debtor.

ARTICLE III
TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS, U.S. TRUSTEES FEES, AND PRIORITY TAX CLAIMS

3.01 Unclassified Claims. Under section § 1123(a)(1), administrative expense claims, "gap" period claims in an involuntary case allowed under § 502(f) of the Code, and priority tax claims are not in classes.

3.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under § 503 of the Code, and a "gap" claim in an involuntary case allowed under § 502(f) of the Code, will be paid in full on the effective date of this Plan (as defined in Article VII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor.

3.03 Priority Tax Claims. Each holder of a priority tax claim will be paid consistent with § 1129(a)(9)(C) of the Code. This includes the priority portion of the claim of the Internal Revenue Service which is supported by its tax lien and treated as fully secured.

3.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. § 1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date. Quarterly post-confirmation reports will be filed until the case is closed, converted or dismissed.

ARTICLE IV
TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

4.01 Claims and interests shall be treated as follows under this Plan:

Class	Impairment	Treatment
Class 1 - Administrative Claims	Unimpaired	Will be paid on the effective date of the Plan or as otherwise agreed by the claimant and the debtor.
Class 2 - Priority claims under §507(a)(4) wages	Impaired	$76,717.75 (7% payout over 15 years). Payment $426.25 monthly to begin 30 days from the effective date of the plan.
Class 3 - Priority Secured claim of Internal Revenue Service	Unimpaired	$357,390.45 @ 3% interest. Monthly Pmt: $1,507.00. Debt amortized over 30 years (with a balloon payoff at 15 years) to begin: 30 days from the effective date of the plan.
Class 4 - Secured claim of Internal Revenue Service	Unimpaired	$911,000 @ 3% interest Monthly Pmt: $3,841.00 Debt amortized over 30 years (with a balloon payoff at 15 years) to begin: 30 days from the effective date of the plan.
Class 5- Secured claim of the State of Texas (Comptroller)	Unimpaired	$266,389.10 @4.5% interest amortized over 30 years (with a balloon payoff at 15 years) to begin: 30 days from effective date of plan or resolution of lawsuit or objection to claim whichever is later. Monthly payment: $1,350.00.

Class 6 - Non-priority wages and unsecured claims	Impaired	$632,846.58 (7% payout over 15 years monthly payment of $246.08 to begin 30 days from the effective date of the plan.
Class 7 - Equity Security Holder	Impaired	To retain the shares in the debtor

ARTICLE V
ALLOWANCE AND DISALLOWANCE OF CLAIMS

5.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed by a final non-appealable order, and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

5.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order. A claim is considered disputed if there is an objection to the claim or current state court litigation disputing all or part of the claim.

5.03 Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

ARTICLE VI
PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.01 Assumed Executory Contracts and Unexpired Leases.

(a) The Debtor assumes the following executory contracts and/or unexpired leases effective upon the effective date of this Plan as provided in Article VII:

Party	Description of Contract	Election
Aero Sky, LLC.	Office/Hangar lease at airport	Assumed

(b) The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed under section 6.01(a) above, or before the date of the order confirming this Plan, upon the effective date of this Plan.

ARTICLE VII
MEANS FOR IMPLEMENTATION OF THE PLAN

The Plan is based upon the distribution to the creditors by the debtor, at its option, by means of one or more of the following: (a) cash presently held by the Debtor and cash to be acquired through the operation of its business; (b) collection of accounts receivable; (c) the sale of the debtor's assets; (d) loans; and (e) contributions by Bernard Fourrier (he will contribute at least $50,000.00 during the life of the plan - this may in whole or in part take the form of credit for payments made by him to the Internal Revenue Service or the State of Texas or to other creditors of the Debtor).The debtor shall reserve funds on a periodic basis sufficient to fund the balloon payment due at 15 years. A suggested schedule is set forth in Appendix "F" of the Disclosure Statement under "cumulative cash available after creditor payments. This may vary from year to year.

Mr. Bernard Fourrier shall continue to operate the debtor's business at his current rate of compensation which may in the future increase if the company becomes more profitable. In the event of his death or incapacity, his son, Mr. Camile Fourrier, a mechanic, who has been working for the company for many years shall assume the duties of managing member of the Debtor.

ARTICLE VIII
GENERAL PROVISIONS

8.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan. and they are supplemented by the following definitions:

8.02 Effective Date of Plan. The effective date of this Plan is the first business day following the date that is fourteen days after the entry of the order of confirmation. If, however, a stay of the confirmation order is in effect on that date, the effective date will be the first business day after the date on which the stay of the confirmation order expires or is otherwise terminated.

8.03 Severability. If any provision of this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceabililty and operative effect on any other provision of this Plan.

8.04 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.

8.05 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

ARTICLE IX
DISCHARGE OF DEBTOR

9.01 Discharge. On the confirmation date of this Plan, the debtor will be discharged from any debt that arose before confirmation of this Plan, subject to the occurrence of the effective date, to the extent specified in § 1141a(d)(1)(A) of the Code, except that the Debtor will not be discharged of any debt: (i) imposed by this Plan; (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure; or (iii) of a kind specified in § 1141(d)(6)(B).

Plan payments may be prepaid without penalty at any time. Creditors with claims under $10,000.00 may be paid by the debtor at any time to eliminate small periodic distributions. The interest rates applicable are those set forth above. Nevertheless, in the event of an objection by a creditor as to the appropriateness of a certain rate of interest, or with regard to the claims of the State of Texas, the Court, at the confirmation hearing, shall determine the appropriate interest rate for the State of Texas or for such class of objecting creditor. In the event of a conversion of the Debtor's bankruptcy case to a case under Chapter 7, all remaining assets vest in the Chapter 7 Trustee. Ad valorem tax claims such as the 2016 Bexar County Property Taxes shall be paid before they become delinquent on or before January 31, 2017.

ARTICLE X
OTHER PROVISIONS

PROVISIONS IN THE EVENT OF DEFAULT TO THE INTERNAL REVENUE SERVICE AND SUSPENSION OF COLLECTION ACTION AGAINST THE DEBTOR'S MEMBERS

The debt owed by the debtor to the Internal Revenue Service (IRS) is a non-dischargeable debt, except as otherwise provided for in the Code. If the Debtor should default as set forth herein, the IRS will not be subject to the provisions of the Bankruptcy Code so that it can take whatever actions are necessary to collect said debt in the event of default.

A failure by the Debtor to make payment to the IRS pursuant to the terms of this Plan shall be an event of default; as to the IRS, there is an event of default as to IRS if payments are not received by the 15th day of each month. If there is a default to IRS, it must send written demand for payment to the debtor and its attorney, Martin Seidler. Said payment must be received by the IRS, within fifteen (15) days of the date of the demand letter. The debtor can receive up to three (3) notices of default from the IRS; however, on the third notice of default from the IRS, the third default cannot be cured, and the IRS may accelerate its allowed claim(s), past or future, and declare the outstanding amount of such claim(s) to be immediately due and owing, and pursue any and all available state and federal rights and remedies.

The IRS is bound by the provisions of the confirmed plan and is barred under section 1141 from taking any collection action against the Debtor for pre-petition claims during the duration of the plan (provided there is no default as to the IRS). **It is also barred from taking any collection action against the Debtor's members Bernard Fourrier and Sherri Fourrier for pre-petition claims during the duration of the plan (provided there is no default as to the IRS), for any liability arising from 26 U.S.C. §6672 with regard to the debtor which arose prepetition**.

The period of limitations on collection remains suspended under 26 U.S.C. 6503(h) for tax periods being paid under the plan and terminates on the earlier of (1) all required payments to the IRS have been made; or (2) 30 days after the date of a demand letter (described above for which the debtor failed to cure the default.

ARTICLE XI.
RETENTION OF POSSESSION AND JURISDICTION

The debtor shall remain in possession of all of its property which shall be free and clear of liens upon confirmation, except as set forth above. The debtor may operate it business and property, and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code. The Court shall retain jurisdiction of this Chapter 11 case during the next year and shall have exclusive jurisdiction of all matters arising out of this proceeding and the Plan pursuant to and for the purposes of sections 105(a), 1127 and 1142 of the Bankruptcy Code and for the following purposes:

(a) to consider any modification of this Plan under section 1127 of the Bankruptcy Code or modification of this Plan after substantial consummation, as such term is defined in section 1101(2) of the Bankruptcy Code;

(b) To recover all assets and properties of the Debtor, wherever located;

(c) to determine and fix all claims arising from the rejection or assumption of executory contracts or unexpired leases

(d) to determine any and all applications for the rejection or assumption of executory contracts or unexpired leases or for the assumption and assignment, as the case may be, of executory contracts or unexpired leases to which the Debtor are parties or with respect to which they may be liable;

(e) to hear and determine all controversies, suits, and disputes that may arise in connection with interpretation or enforcement of this Plan;

(f) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, or vacated;

(g) to hear and determine all requests for compensation or reimbursement of expenses which may be made after the Confirmation Date;

(h) to hear and determine all objections to claims, controversies, suits, and disputes that may be pending at or initiated after the Confirmation Date, except as provided in the Final Order of the Bankruptcy Court confirming the Plan, including but not limited to hearing matters relating to the pending state court litigation with the State of Texas case number D1 GV 13-000829 pending in District Court in Travis County, Texas and all matters relating to the claims of the Internal Revenue Service, and to determine the nature and priority of the liens asserted by the Internal Revenue Service and the State of Texas.

(i) to consider and act on the compromise and settlement of any claim or any cause of action on behalf of the Debtor;

(j) to liquidate or estimate damages or determine the manner and time for such liquidation or estimation in connection with any disputed, contingent, or unliquidated claim;

(k) to adjudicate all claims of any lien on any property or any proceeds thereof;

(l) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(m) to correct any defect, cure omission, or reconcile any inconsistency in the Plan or in the order of the Bankruptcy Court confirming the Plan as may be necessary to carry out the purpose and intent of the Plan;

(n) to consider and act on such other matters consistent with this Plan; and

(o) to enter a final decree closing the Chapter 11 case. This shall be done within one year from the effective date of the plan.

Any creditor who has not within the time provided in the Plan or any Final Order of the Court, performed any act required in the Plan or in such Final Order shall not participate in any distribution under the Plan.

ARTICLE XII
BAR DATE FOR CLAIMS

All claims not allowed or filed prior to the bar date fixed by the Court of June 6, 2016 or August 3, 2016 for governmental entities, which are scheduled as contingent or disputed, and not previously barred by Order of the Court, shall be deemed barred and shall receive not distribution under this plan.

ARTICLE XIII
OBJECTIONS TO CLAIMS

The debtor shall file objections, if any, to claims within nine months from the effective date of the plan, provided that such claims were timely filed and served upon the debtor and debtor's counsel. If no objection is filed to such a claim within the time so limited to the allowance of any claim duly proved, such claim shall be deemed allowed in the amount in which it is proved and the holder of such claim shall be entitled to obtain a distribution thereon. The Court may estimate the amount of any disputed, unliquidated, contingent, or other claim for the purposes of classification and/or voting under the Plan. The Debtor may, in its discretion, withhold payment of any disputed claim until the dispute has been resolved.

ARTICLE XIV
NOTICES

After the date the Order Confirming Plan is signed by the Court, all notices required to be given under the applicable provisions of the Bankruptcy Code and/or Bankruptcy Rules ("Notices") shall be sent by first class mail, postage pre-paid, to MARTIN W. SEIDLER, Attorney for the Debtor-in-possession at One Elm Place, Suite E504, 11107 Wurzbach Road, San Antonio, Texas 78230 and to:

Aero Sky Aircraft Maintenance, Inc.
2020 First Ave.
San Antonio, Texas 7216

Dated this 31st day of August, 2016.

Respectfully submitted,

Aero Sky Aircraft Maintenance, Inc.
2030 First Ave.
San Antonio, Texas 7216

By:_/s/________________________
Bernard Fourrier, Managing Member
DEBTOR-IN-POSSESSION

APPROVED:

LAW OFFICES OF MARTIN SEIDLER
One Elm Place, Suite E504
11107 Wurzbach Road
San Antonio, Texas 78230
(210) 694-0300
(210) 690-9886 (telefax)
email: Marty@Seidlerlaw.com

By:__/s/________________________________
Martin Seidler #18000800

ATTORNEY FOR DEBTOR-IN-POSSESSION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

IN RE:	§	**CASE NO. 16-50299 rbk**
	§	
AERO SKY AIRCRAFT MAINTENANCE, INC.	§	
	§	**CHAPTER 11**
DEBTOR-IN-POSSESSION	§	

FIRST MODIFICATION TO DEBTOR'S AMENDED PLAN OF REORGANIZATION (ECF-#36) AS AGREED TO BY DEBTOR AND THE UNITED STATES OF AMERICA, INTERNAL REVENUE SERVICE AND THE STATE OF TEXAS, TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

TO THE HONORABLE RONALD B. KING, CHIEF U.S. BANKRUPTCY JUDGE:

Come now the Debtor, Aero Sky Aircraft Maintenance, Inc., the United States of America, on behalf of the Internal Revenue Service (IRS), and the State of Texas, Texas Comptroller of Public Accounts, Creditors herein, by and through the United States Attorney for the Western District of Texas, the Attorney General for the State of Texas, respectively, and file this their First Modification to Debtor's Amended Plan of Reorganization (First Modification), said Amended Plan of Reorganization (Plan) (ECF-#36) having filed on September 1, 2016. In support of their First Modification, the Debtor, United States, IRS, State of Texas, Comptroller of Public Accounts, would show the Court the following:

1. The Debtor filed a petition for relief pursuant to Chapter 11 of the Bankruptcy Code on or about February 2, 2016.

2. On October 14, 2016, the IRS filed an amended Proof of Claim in the total amount of $1,386,965.96 for unpaid withholding - FICA and FUTA - taxes for years 2011-2015.

3. The IRS' claim is classified as follows: $909,895.75 as secured; $357,290.45 as priority; and $119,779.76 as unsecured general.

4. On June 6, 2016, The State of Texas, Texas Comptroller of Public Accounts, filed a secured priority claim in the amount of $266,389.48 for unpaid taxes, state and local sales tax through 2011.

5. To date, the Debtor has not filed an objection to the proofs of claim filed by the IRS or the Texas Comptroller of Public Accounts. Accordingly, pursuant to the provisions of 11 U.S.C. §502, the proofs of claim of the IRS and Texas Comptroller of Public Accounts is deemed allowed for the purpose of confirmation. Based upon their consent to this Plan Modification the Debtor agrees that it will not object to the claims of the IRS or the State of Texas.

6. The parties hereto agree to the modifications to the Plan as listed below.

7. With respect to the IRS only, regardless of the definition of the term "Effective Date" on page 5 of the Plan and notwithstanding Article IV of the Plan, all payments to the IRS on its secured and priority claims shall commence on or before December 15, 2016.

8. With respect to the State of Texas only, regardless of the definition of the term "Effective Date" on page 5 of the Plan and notwithstanding Article IV of the Plan, all payments to the State of Texas on its secured and priority claims shall commence on or before January 1, 2017.

9. Articles IV, X and XI of the Plan, wherein Debtor discusses the treatment of the IRS priority and secured claims is hereby modified and clarified as follows:

(a) The Class 3 priority claim ($357,290.45) shall be paid pursuant to 1129(a)(9)(C) within five (5) years of petition date plus 4% interest (or the applicable statutory interest rate at the time of confirmation) in equal monthly installments of not less than $7,769.70;

(b) The Class 4 secured claim ($909,895.75) shall be paid within ten (10) years of confirmation date plus 4% interest (or the applicable statutory interest rate at the time of confirmation) in equal monthly installments of not less than $9,212.25;

(c) Payments due on the 15th of each month (if plan confirmed on December 5, 2016, first payment due December 15, 2016) and sent to:

Internal Revenue Service
c/o M. Keri Templeton
300 3. 8th Street
M/S 5026 AUS
Austin, Texas 78701;

(d) The Debtor agrees not to object to IRS claim filed in this case;

(e) Default language regarding the IRS is modified as follows:

A failure by the Debtor to make a payment to the Internal Revenue Service pursuant to the terms of the Plan and/or failure to remain current on filing and payment post-confirmation taxes, shall be an event of default, and, as to the Internal Revenue Service, there is an event of default if payment is not received by the 15th day of each month. If there is a default, the Internal Revenue Service must send written demand for payment to the Debtor and also to its counsel, Martin Seidler, and said payment must be received by the Internal Revenue Service within ten (10) days of the date of the demand letter. The Debtor shall be entitled to not more than one (1) notice of default from the Internal Revenue Service. Upon the second default by the Debtor, the Internal Revenue Service may accelerate its allowed claim(s), past and future, and declare the outstanding amount of such claims(s) to be immediately due and owing and pursue any and all available state and federal rights and remedies. If the Debtor fails to timely cure any default, the Internal Revenue Service may accelerate its allowed claims(s), past and future, and declare the outstanding amount of such claims(s) to be immediately due and owing and pursue any and all available state and federal rights and remedies. These default provisions pertain to the entire claims(s) of the Internal Revenue Service, secured, unsecured priority and unsecured general.

The IRS is bound by the provisions of the confirmed Plan and is barred under 11 U.S.C. §1141 from taking any collection actions against the Debtor for pre-petition claims during the duration of the Plan (provided there is no default as to the IRS). Furthermore, the period of limitations on collection under 26

U.S.C. §6503(h) for the tax periods being paid under the Plan is suspended during the duration of the Plan (provided there is no default as to the IRS). The period of limitations on collection remains suspended under 26 U.S.C. §6503(h) for the tax periods being paid under the Plan and terminates on the earlier of (1) all required payments to the IRS have been made; or (2) ten (10) days after the date of the demand letter (described above) for which the Debtor failed to cure the default.

The Internal Revenue Service will agree to withhold collections of the trust fund recovery penalty assessment against the responsible persons during the duration of the Plan (provided there is no default as to the IRS). This agreement only encompasses the tax periods involved in and provided for under the confirmed Plan. The forbearance of collection efforts by the Internal Revenue Service does not preclude any action by the IRS to file liens or otherwise to perfect a security interest against the responsible persons as permitted under federal and state law. The IRS will withhold collection efforts against responsible persons and the period of limitations on collection will be suspended under 26 U.S.C. §6503(h) for the trust fund periods and until the earlier of (1) all required payments to the Internal Revenue Service have been made under the Plan; or (2) ten (10) days after the date of the demand letter (described above) for which the Debtor failed to cure the default.

The Debtor must remain current with respect to all post-petition federal tax liabilities, including the timely fling of tax returns and payment of all tax liabilities as required by applicable law during the term of the Plan. Failure to remain current with respect to one or more post-petition federal tax liabilities shall constitute an event of default under the Plan; however, the Bankruptcy Court shall have no jurisdiction over any tax issues arising after the date of confirmation. There will be no automatic stay or post-confirmation injunction with regard to federal tax liabilities accrued after the Petition date (February 2, 2016), and the IRS shall be free to collect any such liabilities in accordance with the provisions of Title 26 of the United States Code and other applicable law.

To the extent the Debtor has made, or makes in the future, any overpayment of post-petition taxes, post-petition overpayments of federal taxes may be setoff against any post-petition federal tax liabilities as allowed by applicable law.

(f) The following language is added with respect to federal tax liens:

> The federal tax liens survive the Plan confirmation, a bankruptcy discharge, and/or dismissal or conversion of the case. The liens continue to be enforceable against the Reorganized Debtor's property to the extent, priority, and validity such liens were entitled to as of the Petition date and under federal law until such time as the underlying debt is paid in full.

10. Thirty (30) days from confirmation shall be the deadline for any party to object to claims.

11. The final paragraph of Article XI of the Plan which reads: "Any creditor who has not within the time provided in the Plan or any Final Order of the Court, performed any action required in the Plan or in such Final Order shall not participate in any distribution of the Plan." is eliminated in its entirety and shall be of no effect.

12. The terms set forth herein supersede and replace various provisions of Aero Sky Aircraft Maintenance, Inc.'s Amended Plan of Reorganization, Dated 8/31/2016 (Docket No. 36) (the "Plan"). To the extent necessary, the Plan is hereby incorporated by reference for all purposes. To the extent not revised by the terms set forth herein, the terms and provisions of the Plan shall remain the same. In the event of conflict between the Plan and the provisions set forth herein, the terms set forth herein shall govern.

13. Articles IV, X and XI of the Plan, wherein Debtor discusses the treatment of the Texas Comptroller of Public Accounts priority and secured claims is hereby modified and clarified as follows:

(a) The Texas Comptroller of Public Accounts claim will be allowed in full;

(b) The Plan is modified to provide for payment of $191,363 (tax principal plus half of accrued interest) in 60 monthly installments at 4.5% interest beginning on January 1, 2017;

(c) Upon completion of the payments in paragraph (b) above, the remainder of the claim will be waived;

(d) The Texas Comptroller of Public Accounts will retain its lien until the fulfillment of payments in paragraph (b);

(e) A failure by the Debtor or Reorganized Debtor to make a payment to the Texas Comptroller of Public Accounts ("Comptroller") on the first day of each month pursuant to the terms of the Plan, or a failure to remain current on filing and payment of post-confirmation taxes, shall be an event of default. If the Debtor or Reorganized Debtor fails to cure an Event of Default as to the Comptroller within ten (10) days after service of a written notice of default to Debtor or Reorganized Debtor and its counsel, Martin Seidler, then the Comptroller may (a) enforce the entire amount of its claim; (b) exercise any and all rights and remedies available under applicable non-bankruptcy law; and (c) seek such relief as may be appropriate in this court. The Debtor or Reorganized Debtor can receive up to two (2) notices of default, however, the second default cannot be cured.

WHEREFORE, PREMISES CONSIDERED, the parties hereto pray for the relief set forth in this Plan modification.

Dated: 10 November, 2016.

Respectfully submitted,

LAW OFFICES OF MARTIN SEIDLER
One Elm Place, Suite E-504
11107 Wurzbach Road
San Antonio, Texas 78230
Tel: (210) 694-0300
Fax: (210) 690-9886
Email: marty@seidlerlaw.com

By: /s/
Martin Seidler, #18000800
ATTORNEY FOR DEBTOR

RICHARD L. DURBIN, JR.
United States Attorney

By:______/s/____________________
Gary W. Wright, #24047145
Assistant United States Attorney
601 N.W. Loop 410, Suite 600
San Antonio, Texas 78216
Tel: (210) 384-7340
Fax: (210) 384-7358
Email: gary.wright@usdoj.gov

By:______/s/____________________
Jason A. Starks, #24046903
Assistant Attorney General
P. O. Box 12548
Austin, Texas 78711
Tel: (512) 475-4867
Fax: (512) 936-1409
Jason.Starks@oag.texas.gov

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing was served by first class mail to the parties set forth below on this __10__ day of November, 2016 on the attached exhibit:

______________/s/____________________
Martin Seidler

Label Matrix for local noticing
0542-5
Case 16-50299-rbk
Western District of Texas
San Antonio
Fri Oct 14 16:12:03 CDT 2016

Aero Sky Aircraft Maintenance, Inc
2030 First Ave
San Antonio, TX 78216-8509

U.S. BANKRUPTCY COURT
615 E. HOUSTON STREET, ROOM 597
SAN ANTONIO, TX 78205-2055

All Service A/C Heating
814 Main St. Ste. B
Schertz, TX 78154-2157

Atlantic Express Airlines
54 Kairaba Avenue
KSMD Banjul, Gambia

Bexar County
c/o Don Stecker
711 Navarro, Suite 300
San Antonio, TX 78205-1749

Bexar County Clerk
2015CI01536
100 Dolorosa, 1st Floor
San Antonio, TX 78205-3038

Bexar Cty Tax Assessor
P. O. Box 2903
San Antonio, TX 78299-2903

Bolanos, Olita U
3674 Green Breeze
San Antonio, TX 78247-3013

Boysen & Miller
909 NE Loop 410, #350
San Antonio, TX 78209-1314

Bruington, Gail N
7020 Pembroke
San Antonio, TX 78240-2727

Castillo, Thomas
320 Deborah Dr.
Converse, TX 78109-1522

Castorena, Jason
291 N. Hidalgo Ave
New Braunfels, TX 78130-6731

Childs, Quentin A.
3367 Cameron Springs
San Antonio, TX 78253

Comptroller Public Accts
111 E. 17th Street
Austin, TX 78774-0001

Comptroller of Public Accounts
c/o Office of the Attorney General
Bankruptcy - Collections Division MC-008
PO Box 12548
Austin TX 78711-2548
(78711-2548

Crush Welding Inc
360 Hideaway Heights
New Braunfels, TX 78132-4207

De La Fuente, Rene
4910 Kenton Lake
San Antonio, TX 78240-5403

Doty, Heather
12719 Thomas Sumter
San Antonio, TX 78233-4631

Duron, Amado
223 Linden
San Antonio, TX 78211-2730

FAA, General Accounting
AMK - 322
6500 S. McArthur Blvd
Oklahoma City, OK 73169

FAA-SW Team
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

Fourrier, Bernard R
13007 Country Trail
San Antonio, TX 78216-2328

Fourrier, Camille
12242 Apricot Drive
San Antonio, TX 78247-4235

Fourrier, Camille
1307 Country Trail
San Antonio, TX 78216

Fourrier, Sherri
13007 Country Trail
San Antonio, TX 78216-2328

Fourrier, Sherri
1307 Country Trail
San Antonio, TX 78216

Francisco Orozco
5006 Birdie Lane
San Antonio, TX 78237-1055

Garcia, Joseph
8063 Chestnut Ash
Converse, TX 78109-3105

Gendry & Sprague PC
900 Isom Rd #300
San Antonio, TX 78216-4155

Global Technical Serv
4000 Sandshell Dr.
Fort Worth, TX 76137-2422

Global Technical Services, Inc
P.O. Box 161127
Fort Worth, TX 76161-1127

Gonzalez, Jesus
2150 Bedford Stage
San Antonio, TX 78213-1200

Gov. Support Serv
12587 Fair Lakes Cir #312
Fairfax, VA 22033-3822

Gov. Support Serv
5999 Stevenson, #410
Alexandria, VA 22304-3302

Holleway, Lee A.
19126 Sherwood Trail
Helotes, TX 78023-3217

Hudson, Carl R.
2530 Harry Wurzbach
Apt. #3201
San Antonio, TX 78209-5027

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Internal Revenue Service
Attn: Simon Correa RO
8700 Tesoro, Stop5340SANC
San Antonio, TX 78217-6208

Internal Revenue Service
Special Proc Insolvency
P.O. Box 7346
Philadelphia, PA 19101-7346

Jason A. Starks
Assistant Attorney General
Bankruptcy & Collections Division MC 008
PO Box 12548
Austin, TX 78711 2548

John C. Calhoun & Co.
8620 N. New Braunfels #427
San Antonio, TX 78217-6362

Kirfman, Steve
5272 Eagle Claw Dr
Bulverde, TX 78163

MAC Aerospace, LLC
820 E. 16th St.
Tucson, AZ 85719-6603

Marshall & Hooper Law
P. O. Box 460689
San Antonio, TX 78246-0689

Martin W. Seidler, Attorney At Law
One Elm Place, Suite 503
11107 Wurzbach Road
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Mcclintock, Collin M.
6365 Gin Road
Marion, TX 78124-6552

Morton, Alexander
4990 FM 3175
Lytle, TX 78052-3816

Mr. Carl Hudson
2419 Blossom Drive
San Antonio, Texas 78217-6014

Nickeson, Max
2313 Lockhill Selma #109
San Antonio, TX 78230-3007

Orozco, Francisco J.
5006 Birdie Lane
San Antonio, TX 78237-1055

Paulino Reyes, Arquimedes
10038 Bermuda Palms
San Antonio, TX 78245-2892

Ramos, Hector
506 Ware
San Antonio, TX 78221-1936

Ramos, Ryan P.
27106 Autumn Spring
Boerne, TX 78006-5216

Rios, Jr., Santos F.
458 Amaya
San Antonio, TX 78237-4217

Riser, Todd
2658 Burning Trail
San Antonio, TX 78247-3809

Romero Marco
777 Isom Rd Apt 2H
San Antonio, Texas 78216-4043

Rubio, Ruben
10830 Briarway Lane
San Antonio, TX 78217-2832

State of Texas
c/o Karen Bartlett
P. O. Box 12548
Austin, TX 78711-2548

Storms, Jared J.
3919 Perrin Central Blvd #535
San Antonio, TX 78217-2722

TX Workforce Commission
4801 NW Loop 410 #510
San Antonio, TX 78229-5356

TatonDuk Outfitters
d/b/a Events All Cargo
P. O. Box 60908
Fairbanks, Alaska 99706-0908

Texas Workforce Commission
101 E. 15th St., Rm 354 Main
Austin, Texas78778

Texas Workforce Commission
Regulatory Integrity Division - SAU
Room 556
101 E. 15th Street
Austin, TX 78778-0001

U. S. Trustee
P. O. Box 1539
San Antonio, Texas 78295-1539

U.S. Trustee
P. O. Box 1539
San Antonio, TX 78295-1539

US Dept of Labor
Wage and Hour Div
525 S. Griffin St #800
Dallas, TX 75202-5042

United Rentals
6125 Lakeview Rd #300
Charlotte, NC 28269-2616

United States Attorney
Attn: Mr. Gary Wright
601 N.W. Loop 410, #600
San Antonio, TX 78216-5597

United States Trustee - SA12
US Trustee's Office
615 E Houston, Suite 533
PO Box 1539
San Antonio, TX 78295-1539

Valero III, Alejandro
610 Shadwell Dr
San Antonio, TX 78228-4245

Vitopil, Anthony
330 Kitty Hawk Rd
Universal City, TX 78148-3828

Walton, Christopher
7110 Teton Ridge
San Antonio, TX 78233-3809

Washington Equipment TX
P. O. Box 200066
San Antonio, TX 78220-0066

Wukasch, David
2827 Whitman Dr.
Montgomery, TX 77356-5605

Martin Warren Seidler
11107 Wurzbach Rd, Suite 504
San Antonio, TX 78230-2581

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Internal Revenue Service
Attn: District Counsel
300 E. 8th Street
Austin, TX 78701

(d)Internal Revenue Service
Special Procedures Group
300 E 8th St STOP5022AUS
Austin, TX 78701

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Aero Sky Aircraft Maintenance, Inc.
2030 First Ave.
San Antonio, TX 78216-8509

(d)Riser, Todd
2658 Burning Trail
San Antonio, TX 78247-3809

End of Label Matrix	
Mailable recipients	75
Bypassed recipients	2
Total	77